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3809047 12/01/2011 11:34A Weld County, CO
1 of 5 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

MEMORANDUM OF
SURFACE USE AGREEMENT

This Memorandum of Surface Use Agreement ("Memorandum") is made and entered into this 1st day of November, 2011, by and between Helen M. Cass, individually and the Helen M. Cass Life Estate, [REDACTED] Jerry W. Cass, as individual and remainderman, [REDACTED] Thomas E. Cass as individual and remainderman, [REDACTED] and Janice M. Waymire, as individual and remainderman, [REDACTED] hereinafter collectively called "Owner" and Marathon Oil Company, 5555 San Felipe, Houston, Texas 77056-2725, hereinafter called "Marathon."

RECITALS

WHEREAS, Owner is the owner of the surface of certain lands (the "Lands") located in Weld County, Colorado, being described as follows:

Township 7 North, Range 62 West, 6th P.M.

Section 26: SW/4

Section 27: W/2, SE/4

Section 28: E/2

Section 33: ALL

Section 24: N/2

Section 13: NW/4, S/2

Township 7 North, Range 61 West, 6th P.M.

Section: 18: E/2, SW/4

Section 17: NW/4

Weld County, Colorado

WHEREAS, Marathon is in the business of exploring for and producing oil and gas and has acquired leasehold rights to all or a part of the minerals under the Lands and under other adjacent and nearby lands, pursuant to one or more oil and gas leases ("Oil and Gas Leases"); and,

WHEREAS, the parties did execute this date a Surface Use Agreement to provide for Marathon's surface use of the Lands, and now desire to place notice of such Surface Use Agreement in the public record.

NOW, THEREFORE, the parties confirm the following:

- A. GRANT OF ACCESS** In consideration of the payments to be made hereunder, the adequacy and receipt of which are hereby acknowledged, Owner has granted to Marathon a nonexclusive license for access, occupancy and use of the Lands.

Marathon will pay to Owner the consideration provided in the Surface Use Agreement for Marathon's right of access, occupancy and use of the Lands in pursuit of Marathon's oil and gas exploration, development and production activities on the Lands and other lands subject to the Oil and Gas Leases, including, but not limited to, the drilling, completing, operating, monitoring, maintaining, abandoning and reclaiming of its oil and gas wells and the constructing, installing, operating, widening, improving, repairing, replacing, removing and maintaining of any associated pipelines, flow lines, electrical lines, pits, roads and associated facilities constructed or used in connection therewith (collectively referred to herein as "Operations"), during the term of the Surface Use Agreement. In addition, the Surface Use Agreement authorizes governmental regulatory personnel and inspectors to access the Lands for inspection of Marathon's Operations.

The parties agree that the payments to be made by Marathon to Owner pursuant to the Surface Use Agreement shall fully compensate Owner for loss of use of the Lands, damage to growing crops or other agricultural or grazing uses, and any and all other damages which may be sustained by Owner in connection with Marathon's Operations, except as otherwise specifically provided in this Agreement.

B. RECLAMATION Upon termination of the Surface Use Agreement, Marathon shall plug and abandon any wells it has drilled on the Lands, remove all production equipment and grade and reseed all well sites, production facility sites and roads constructed by Marathon under the Surface Use Agreement, except for any roads or other improvements Owner elects to retain, which shall be left in place and shall thereafter belong to and be the sole responsibility of Owner. Pipelines and other buried lines shall be abandoned in place per applicable law. Upon completion of these reclamation activities, Owner shall sign a release.

C. TERMINATION The Surface Use Agreement shall continue in force and effect for so long as the Oil and Gas Leases or any renewal, amendment or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that Marathon may access the Lands after the termination of the Surface Use Agreement should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over Marathon's Operations on the Lands or to complete Marathon's reclamation obligations under the Surface Use Agreement.

D. SUCCESSORS AND ASSIGNS The Surface Use Agreement and the obligations contained therein shall inure to the benefit of the parties and their successors and assigns. Upon written assignment of the Surface Use Agreement by Marathon, Marathon's obligations with regard to the Surface Use Agreement shall pass to its assignee and Marathon shall be relieved of all further obligations and liability; provided, however, that any such assignment shall provide that the assignee shall be bound by the terms and conditions of the Surface Use Agreement.

E. COUNTERPARTS This Agreement may be executed by Owner and Marathon in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement. This Agreement may be executed by telefax signatures.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties hereto on the date set out at the beginning of this instrument

OWNER:

Helen M. Cass
Helen M. Cass, as individual and Life Estate

Nov. 28, 2011
Date

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Jerry W. Cass
Jerry W. Cass, as individual and remainderman

11-28-11
Date

Thomas E. Cass
Thomas E. Cass, as individual and remainderman

11-28-11
Date

Janice M. Waymire
Janice M. Waymire, as individual and remainderman

11-28-11
Date

MARATHON OIL COMPANY:

Jon D. Wilcox
Jon D. Wilcox, as Attorney-In-Fact

11-30-2011
Date

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ACKNOWLEDGEMENT

STATE OF Colorado }
COUNTY OF Weld } ss.

On this 28th day of November, 2011, before me personally appeared Allen M. Cass known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

[Signature]
Notary Public

My commission expires: 6-17-2014



STATE OF Colorado }
COUNTY OF Weld } ss.

On this 28th day of November, 2011, before me personally appeared Jerry W. Cass known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

[Signature]
Notary Public

My commission expires: 6-17-2014

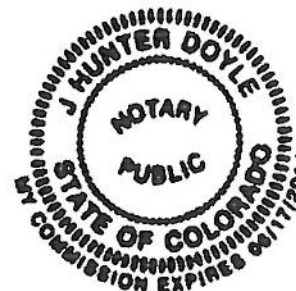


STATE OF Colorado }
COUNTY OF Weld } ss.

On this 28th day of November, 2011, before me personally appeared Thomas E. Cass known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

[Signature]
Notary Public

My commission expires: 6-17-2014





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STATE OF Colorado }
COUNTY OF Weld } ss.

On this 28th day of November, 2011, before me personally appeared Jonice M. Waymire known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

[Signature]
Notary Public

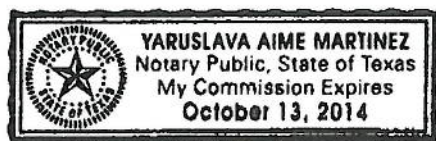
My commission expires: 6-17-2011



STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 30th day of November, 2011, by Jon D. Wilcox, as the Attorney-in-Fact of MARATHON OIL COMPANY, an Ohio corporation, on behalf of such corporation.

(SEAL)



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 10/13/2014